

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTHERN OHIO
WESTERN DIVISION**

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WURTH ELECTRONICS ICS, INC.,	:	Case No: 3:23-cv-00082-TMR-PBS
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	:	
Plaintiff,	:	Judge Thomas M. Rose
	:	
v.	:	Magistrate Judge Peter B. Silvain, Jr.
	:	
MOHAMED ELEMARY,	:	
UHANDIS PRODUCT DESIGN, LLC	:	
	:	
Defendants.	:	
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CONSENT INJUNCTION ORDER AND JUDGMENT

WHEREAS on March 17, 2023, Plaintiff Wurth Electronics ICS, Inc. (“Wurth”) filed a Verified Complaint (Doc. 1) in this action asserting claims of breach of contract, breach of fiduciary duty, violations of the Defend Trade Secrets Act of 2016 and Ohio Uniform Trade Secrets Act, and unjust enrichment against Mohamed Elemary and Uhandis Product Design, LLC (together “Defendants”); and

WHEREAS, on March 21, 2023, Wurth filed a Motion for Temporary Restraining Order and Preliminary Injunctive Relief (Doc. 6);

WHEREAS, on April 3, 2023, the parties filed, and the Court endorsed, a Consent Temporary Restraining Order to resolve Wurth’s Motion for Temporary Restraining Order (Doc. 17);

WHEREAS, on April 11, 2023, Defendants filed an Answer denying Wurth's claims (Doc. 20);

WHEREAS, the parties desire to resolve this litigation without further expense and amicably resolve this matter agree that Defendants will be bound by the terms of this Final Consent

Injunction Order and Judgment (“Order”), and that Wurth’s claims in this Action shall be dismissed with prejudice in their entirety; and

THEREFORE, the Parties stipulate and agree that this Court has jurisdiction to enter this Consent Injunction Order and Judgment.

IT IS HEREBY ORDERED, that from the date of this Order:

1. The Consent Temporary Restraining Order terms and conditions (Doc. 17), with the exception of Paragraphs 4 and 7, are reiterated and incorporated herein. As to Paragraph 4 of the Consent TRO, the parties acknowledge and agree that Paragraph 4 of this Order controls and supersedes the parties’ prior agreement.

2. Defendants (and those in active concert or participation with Defendants who receive actual notice of this Order by e-mail, personal service or otherwise, including by FedEx, UPS, or International DHL) are enjoined from using, possessing, or maintaining Wurth’s and its vendors/customers’ confidential and proprietary documents for their own personal or professional gain to the extent they have any such documents or information. “Confidential Information” shall include vendor quotes, customer data, customer proposals, product information, sales data, product drawings, department organization and processes, purchase orders, customer project specifications and other confidential, proprietary commercial or business information to the extent such information is not available to the public generally;

3. Defendants (and those in active concert or participation with Defendants who receive actual notice of this Order by e-mail, personal service or otherwise including by FedEx, UPS, or International DHL) are enjoined from sending, sharing, or disclosing to any third-party any of Wurth’s and its vendors/customers’ Confidential Information to the extent they have any such information;

4. Defendants (and those in active concert or participation with Defendants who receive actual notice of this Order by e-mail, personal service or otherwise including by FedEx, UPS, or International DHL) are enjoined from using Wurth's and its vendors/customers Confidential Information to compete with Wurth for a period of one (1) year to the extent they have any such information;

5. Defendants, for a period of one (1) year, will not design or provide design services for, manufacture, distribute or sell products of the types developed, distributed or sold by Wurth."

The "products of the types developed, distributed or sold by Wurth" shall be defined as follows:

- (a) 12V, 24V and 48V PDU custom and off the shelf solutions in the sector of commercial vehicles, truck & bus, specialty vehicles, agricultural, material handling, construction and automotive;
- (b) Custom High Voltage PDU solutions in the sector of commercial vehicles, truck & bus, specialty vehicles, agricultural, material handling, construction and automotive;
- (c) CAN HMIs/Displays in the sector of commercial vehicles, truck & bus, specialty vehicles, agricultural, material handling, construction and automotive;
- (d) Smart CAN Relays, and CAN controllers in the sector of commercial vehicles, truck & bus, specialty vehicles, agricultural, material handling, construction and automotive;
- (e) Component product range as developed and sold by Wurth Electronics with respect to "Press Fit" technology:
 - i. Power Elements designed or provide design services for, manufactured, distributed or sold into any industrial sector.
 - ii. Power Baskets designed or provide design services for, manufactured, distributed or sold into any industrial sector.
 - iii. Connectors and Power Sockets designed or provide design services for, manufactured, distributed or sold into any industrial sector.
 - iv. SKEDD based Components designed or provide design services for, manufactured, distributed or sold into any industrial sector.

6. Defendants, for a period of one (1) year, will agree not to use the following vendors:

PCB Manufacturers (Direct PCB, Wurth CBT, Boardshark PCB, Electronic Interconnect (EI),

PalPilot, KCE, and NCAB Group); **Metal Fabrication** (GINKO Metal Works, Westwood Fabrication, NCT Technologies, Poly-Case, Metal Working Group, Mersen, Storm Power, Hyland, Lyntron, G&M Precision Machine); and **Press Fit** (Peter Schmidt, Herbrig, Hoffmann, Wurth Electronics MidCom, and Wurth Elektronik eiSos);

7. Defendants, for a period of 1 year, will not have a business relationship with MTConnectivity or CVEP except for the purchase of off the shelf parts that do not violate Paragraphs 4 and 5 above;

8. Defendants, for a period of 1 year, shall not directly or indirectly solicit Wurth employees for employment at Uhandis or any entity owned, managed, or controlled by Mohamed Elemary;

9. This Court shall retain jurisdiction as necessary to enforce this Order, and over any disputes or issues arising from or in any way related to the subject matter of this Order;

10. This Court denies Wurth's Motion for Temporary Restraining Order and Preliminary Injunction (Doc. 6) as moot; and

11. Pursuant to Fed. R. Civ. P. 41(a)(2), Wurth's Verified Complaint including all claims and all requests for injunctive and/or monetary relief are hereby dismissed with prejudice except that the Court shall retain jurisdiction with regard to the enforcement of this Consent Order. Each Party shall be responsible for their own attorney fees and costs.

IT IS SO ORDERED:

Dated: May 8, 2023

s/Thomas M. Rose
HON. THOMAS M. ROSE

IT IS SO STIPULATED AND AGREED:

GORDON REES SCULLY MANSUKHANI
Counsel for Plaintiff

AUMAN, MAHAN & FURRY
Counsel for Defendants

/s/ Peter G. Siachos
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DATED: MAY 5, 2023

/s/ Amy C. Mitchell (5/5/2023 email authority)
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DATED: MAY 5, 2023